

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
8 (Page 1 of 2)

DATE
MAR 19 2012

TO LEASE NO.
GS-11B- 01928

ADDRESS OF PREMISES
Liberty Park at Tysons
801 Follin Lane
Vienna, VA 22180-4908

THIS AGREEMENT, made and entered into this date by and between: PEARLMARK GOLDSTAR, L.L.C. , a Delaware limited liability company, whose address is:

c/o Goldstar Properties
4630 Montgomery Ave
Suite 500
Bethesda, Maryland 20814-3445

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

1. This Supplemental Lease Agreement (SLA) is issued to acquire an Expansion Space of **25,038 ANSI BOMA Rentable Square Feet (BRSF)**, yielding **24,969 ANSI BOMA Office Area Square Feet (ABOA)**, consisting of 5,141 BRSF (5,141 ABOA) on the Lower Level (LL) and 19,897 BRSF (19,828 ABOA) on the 2nd Floor as shown on the attached floor plans as Exhibit A made a part hereof, in the building known as Liberty Park at Tysons, located at 801 Follin Lane, Vienna, Virginia, 22180. Pursuant to this expansion, the space covered by this Lease shall increase from 165,000 BRSF / 151,577 ABOA to 190,038 BRSF / 176,546 ABOA
2. In accordance with Paragraph 4 of SLA Number 1 of this Lease, the term for the Expansion Space shall begin on March 24, 2012 and end on January 19, 2021 subject to the renewal option set forth in the Lease.
3. Effective March 24, 2012, the Government shall pay the Lessor for the Expansion Space the Annual Rent of \$834,955.44 (\$38.48 per ABOA for the 2nd floor space and \$14.00 per ABOA for the LL space) at the rate of \$69,579.62 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base, a Tenant Improvement Allowance (TIA), and a real estate tax base. Effective March 24, 2012, the annual rent shall increase by \$834,955.44 from \$5,747,929.22 [adjusted by 2012 CPI adjustment] to \$6,582,884.66 payable at the rate of \$548,573.72 per month in arrears.
4. The term for this Expansion Space is subject to the renewal option provided for the Initial Space at the rate of [REDACTED] and is hereby made part of it. The Renewal Option is for the entire premises under lease, not a portion of the premises. The rate of [REDACTED] for the Expansion Space is inclusive of a TIA of [REDACTED] for the 2nd floor space only.

(Continued on Page 2)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: PEARLMARK GOLDSTAR, L.L.C

By: 801 Follin Lane Associates, LLC

By: Goldstar Real Estate Fund I, L.P.

By: Goldstar G.P.I, LLC General Partner

BY 
(Signature) Michael Brodsky

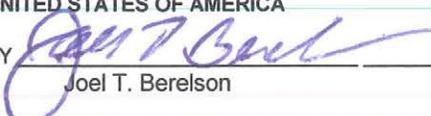
Manager
(Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)

4630 Montgomery Ave, St. 500, Bethesda, MD 20814
(Address)

UNITED STATES OF AMERICA

BY 
Joel T. Berelson Contracting Officer GSA, PBS, NCR, Lease Executions Division,
(Official Title)

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5. The annual rent for the Expansion Space includes a TIA in the amount of \$69,536.80 to amortize a total allowance of \$614,241.70 provided by the Lessor at the interest rate of 0% over the term of 106 months. Should the provided TIA not be fully expended by the Government, the Government shall be entitled to rent credit in an amount equal to the unutilized portion of the TIA. This rent credit shall be memorialized in a subsequent SLA. The Lessor will comply with the Government's Program of Requirements to the extent the program does not conflict with the requirements of the SFO and the existing build-out.
6. The following markups shall apply to the tenant improvements pertaining to the build-out of the space: The general contractor's total fees for overhead and profit shall be 2.5% and the general contractor's fees for general conditions shall be 6%. The Lessor's total construction management and coordination fees for the Tenant Improvements for the Government's space shall be 8% and architecture & engineering (A/E) fees shall be \$3.91 per ABOA to provide tenant planning service for tenant improvements up to the amount of the Tenant Improvement Allowance. Above the amount of the Tenant Improvement Allowance, the A/E fee will be negotiated between the two parties, but shall not exceed 6% of the additional build out amount. The A/E fee includes \$3,000.00 for engineering oversight for Robert Hopkins of a standard tenant build-out to ensure consistency and tie in with the Initial Space. The review includes two (2) site visits. Any such fees will be paid for out of the TIA or via lump sum.
7. For the purpose of Tax adjustment required in Paragraph 3.4 of SFO Number 06-009, the Government's percentage of occupancy shall increase by 13.18% [25,038 BRSF / 190,038 BRSF] from 86.82% for the Initial Space to 100% for the entire premises.

The first tax adjustment for the Initial Space shall be computed by comparing tax bills for Calendar Year 2012 to the Base Calendar Year 2011 using the Government occupancy of 86.82%.

The first tax adjustment for the Expansion Space shall be computed by comparing tax bills for Calendar Year 2013 to the Base Calendar Year 2011 using the Government occupancy of 13.18%.

The amount for the base tax year and details on the calculation of tax adjustments for each of the Initial and Expansion Space will be established in a subsequent SLA in a manner consistent with Paragraph 3.4 of SFO Number 06-009 and subject to approval by both the Lessor and the Government.

8. For the purpose of Operating Costs adjustments for the Expansion Space required in Paragraph 3.5 of SFO Number 06-009, the base amount for operating costs included in the annual rent shall be \$119,689.45 subject to the same set of responsibilities established in Exhibit A attached to SLA Number 4 of this Lease as amended in Paragraph 9 of this SLA Number 8. The first CPI adjustment for the Expansion Space shall be computed using the index of December 2012 compared to the base index of December 2011 with payment of the adjustment for the Expansion Space due effective March 24, 2013. All subsequent CPI adjustments will be due on January 20 of each year. All janitorial services shall be performed during Normal Hours, at no additional cost to the Government.
9. Paragraph 1 of Exhibit A attached to SLA Number 4 of this Lease is hereby modified to read as follows: The Government shall "provide the Lessor maintenance records on a quarterly basis for all base building systems maintained by the Government. The Government agrees to use only raised and paver walkways on the roof to avoid incidental damage to the roof".
10. No cooperating brokerage commission is due to any broker acting on behalf of the Government for this Expansion Space or any fixed renewal option.

All other terms and conditions of the lease shall remain in full force and effect.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

LESSOR

MB

GOV'T

[Signature]